

BLM #. ESA990004
USGS-BRD #. 99HGAG0097
NPS #s. CA23809901
CA12009907
USFS #. RMRS-99560-JVA

**ROCKY MOUNTAINS
COOPERATIVE ECOSYSTEM STUDIES UNIT
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

**DEPARTMENT OF THE INTERIOR
Bureau of Land Management
U.S. Geological Survey
National Park Service**

**DEPARTMENT OF AGRICULTURE
U.S. Forest Service**

and

**UNIVERSITY OF MONTANA- MISSOULA (HOST)
Montana State University
University of Idaho
Salish Kootenai
Utah State University
Washington State University**

ARTICLE I – BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Geological Survey – Biological Resources Division, National Park Service, and U.S. Forest Service, (hereinafter called Federal Agencies), and the University of Montana – Missoula and its partner institutions in to establish and maintain the Rocky Mountains Cooperative Ecosystem Studies Unit. The Rocky Mountains CESU is associated with a national network of CESUs.

- B. The objectives of the Rocky Mountains Cooperative Ecosystem Studies Unit (CESU) are to:
- Provide research, technical assistance, and education to federal land management, environmental and research agencies and their potential partners;
 - Develop a program of research, technical assistance, and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context; and
 - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern the use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into a cooperative agreement to establish the Rocky Mountains CESU to assist in providing research, technical assistance, and education.
- D. The U.S. Geological Survey- Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C. 1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish the Rocky Mountains CESU to assist in providing research, technical assistance and education.
- E. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such a means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C. 1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the Rocky Mountains CESU to assist in providing research, technical assistance and education.
- F. The U.S. Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 USC

3318(b) the USFS is authorized to enter into a joint venture agreement to establish the Rocky Mountains CESU to assist in providing research, technical; assistance, and education.

- G. The University of Montana – Missoula (hereinafter called Host University) is a comprehensive university emphasizing the liberal arts and professional education in business, education, fine arts, forestry (natural resources), journalism, law, pharmacy and related health sciences, and vocational technical education. Programs in natural resources focus on conservation, forestry, range, recreation, wilderness, and wildlife. BS, MS, and PhD degrees are offered. The university has a growing research program, significantly in cooperation with several federal partners, and it houses a very active continuing education program. Other campuses of the university are Montana Tech at Butte, Western Montana College at Dillon, and VoTech at Helena. Governance of the University of Montana is provided by the Montana University System Board of Regents.
- H. The partner institutions to the Host University include Montana State University, University of Idaho, Salish Kootenai College, Utah State University, Washington State University (hereinafter called Partner Institutions).

ARTICLE II – STATEMENT OF WORK

- A. Each Partner Agency agrees to:
1. Provide administrative assistance, as appropriate, necessary to execute this agreement and subsequent modifications.
 2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance, and education related to the Rocky Mountains CESU objectives and to the extent allowed by each Federal Agencies' authorizing legislation.
 3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations, and Federal Agencies' policies.
 4. Provide funds for basic support and salary for release time of Host University and Partner Institution faculty, as appropriate;
 5. Provide project funds and/or collaboration to support specific research, technical assistance, and education projects, as appropriate;
 6. Make available managers to serve on the Rocky Mountains CESU Managers Committee;
 7. Comply with the Host University's and Partner Institution's rules, regulations and policies regarding professional conduct, health, safety, use of services facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
 8. Ensure its employees follow the code of ethics for Government Employees;

9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate and specifically determined in modifications to the agreement; and
10. Be individually responsible for the agency's role in administering the agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Establish, in consultation with the Federal Agencies and Partner Institutions, the Rocky Mountains CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, education, and technical assistance and education related to the Rocky Mountains CESU objectives;
3. Provide release time for faculty to engage in participating Federal Agencies research, technical assistance and education activities related to the Rocky Mountains CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Rocky Mountains CESU staff to campus facilities, including library, laboratories, computer facilities, on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture, and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, as appropriate;
8. Encourage its students to participate in the activities of the Rocky Mountains CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Establish a Rocky Mountains CESU Manager's Committee and convene a meeting of this committee at least annually, to provide advice and guidance, review of all annual work and multi-year strategic plans, and assist in evaluating the Rocky Mountains CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Rocky Mountains CESU objectives;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
3. Encourage students and employees to participate in the activities of the CESU.

D. All Federal Agencies, the Host University and Partner Institutions agree to:

1. Establish and maintain the Rocky Mountains CESU closely following the CESU Concept Paper (10 November 1997), adapting key elements to local and regional needs, as appropriate;
2. Develop and adopt a Rocky Mountain and CESU role and mission statement;
3. Develop a multi-year strategic plan;
4. Make modifications, as appropriate, to this agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
 - (a) the proposed work and what is being modified in the agreement;
 - (b) the project contributions to the objectives of the CESU;
 - (c) the methodology of the project;
 - (d) the substantial involvement of each party;
 - (e) the project schedule;
 - (f) the specific deliverables;
5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permission from private landowners in order to conduct projects occurring under this agreement;
6. Follow OMB Circulars A-21, A-87, A-102, A-110, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE III – TERMS OF AGREEMENT

- A. This agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this agreement shall be determined from the date of the last signature.
- B. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the Rocky Mountains CESU.
- C. For the purpose of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement.
- D. For the purposes of this agreement, modifications are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate the transfer of funds from one federal agency to another federal agency.

ARTICLE IV—KEY OFFICIALS

A. The technical representatives for the Federal Agencies are as follows:

1. Bureau of Land Management

Robert Haburchak
Research Coordinator
Bureau of Land Management
Montana State Office
222 North 32nd Street
Billings, MT 59107
(406) 255-2789
rhaburch@wo.blm.gov

2. U.S. Geological Survey—Biological Resources Division

Joe Ball
USGS Biological Resources Division
Montana Cooperative Fish and Wildlife Unit
Botany 205
University of Montana
Missoula, MT 59812-1120
(406) 243-5372
ball1@selway.umt.edu

3. National Park Service

Bob Moon
Chief, Natural Resources and Technology
National Park Service
Intermountain Support Office—Denver
IMDE-NT
12795 West Alameda Parkway
Lakewood, CO 80228
(303) 969-2856
bob_moon@nps.gov

4. U.S. Forest Service

Denver Burns
Station Director
Rocky Mountain Research Station
240 West Prospect Road
Fort Collins, CO 80426-2098
(970) 498-1126
dburns/rmrs@fs.fed.us

B. The technical representative for the Host University is:
Dr. Perry J. Brown
Director of the Montana Forest and Conservation Experiment Station
Dean of the School of Forestry
University of Montana – Missoula
Missoula, MT 59812-1301
(406) 243-5521
pbrown@forestry.umt.edu

C. The technical representatives for the Partner Institutions are:

1. Montana State University

Dr. James McMillan
Dean of the College of Letters and Sciences

2. University of Idaho

Dr. Charles Hatch
Dean of the College of Forestry, Wildlife and Range

3. Salish Kootenai College

Dr. Kim Skylander
Instructor of Earth Science/ Forestry

4. Utah State University

Fee Busby
Dean of the College of Natural Resources

5. Washington State University

Dr. Edward J. DePuit
Chair of the Department of Natural Resource Sciences

ARTICLE V – AWARD

A. Award under this agreement is as specified in the incorporation proposal and budget (Article XI 1. and 2.).

B. Upon signature of all parties and upon satisfactory submission of a budget from the Host University, the Federal Agencies will obligate funds as follows:

Bureau of Land Management

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Geological Survey – Biological Resources Division

\$10,000 is awarded to the Host University to carry out this agreement.

National Park Service

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Forest Service

\$10,000 is awarded to the Host University to carry out this agreement.

- C. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-102, A-133 and specifically, 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).
- D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. An exception is that the US Forest Service cannot reimburse “state cooperative institutions” for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USFS cost-sharing requirements.

No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the agreement.

- E. Award of additional funds or in-kind resources will be made through modifications to the agreement. Copies of all modifications to the agreement shall be kept on file with the Host University.
- F. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI – PRIOR APPROVAL

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE VII – REPORTS AND/OR DELIVERABLES

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of the Rocky Mountains CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) for the purpose of collaboration and coordination of CESU activities, The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) consecutive copies of the meeting minutes will be delivered to each Federal Agency.

- C. A role and mission statement will be adopted and agreed to by all Rocky Mountains CESY cooperators within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.
- D. Annual work plans will be developed to guide specific activities of the Rocky Mountains CESU and will:
 - 1. Describe the Rocky Mountains CESU ongoing and proposed research, technical assistance, and education activities;
 - 2. Describe anticipated projects and products; and
 - 3. Identify faculty, staff and students involved in the Rocky Mountains CESU during the year.The first annual work plan (for FY1999) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.
- E. A multi-year strategic plan will be developed to generally guide the Rocky Mountains CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

ARTICLE VIII – PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE IX – TERMINATION

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and requires approval of each of the Federal Agencies and the Host University.

ARTICLE X – REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

- 1. **NON-DISCRIMINATION:** All activities pursuant this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination

on grounds of race, color, national origin, handicap, religions or sex in providing of facilities and services to the public.

2. **CONSISTENCY OF PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District establishing, affecting, or relating to the agreement.
3. **APPROPRIATIONS** (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, Resident Commissioner in , Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:
No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

6. **LIABILITY PROVISION:**

Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require the subcontracted entity or person to meet provisions (a), (b), and (c) for non-governmental parties stated below.

Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- (a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- (b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
- (c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person, organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

B. SPECIAL PROVISIONS:

1. Joint publication of result is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion.
2. That the results of any cooperative studies may be used for development of theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay theses publication.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

ARTICLE XI – DOCUMENTS INCORPORATED BY REFERENCE

- A. The following are to be incorporated into this agreement:
1. Budget for funds awarded in this agreement
 2. DI-2010, Certifications for the Host University and Partner Institutions regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

ARTICLE XII – ATTACHMENTS

- A. The Following are attached:
 - 1. ATTACHMENT 1 – Financial Status Report, SF 269A
 - 2. ATTACHMENT 2 – Request for Advance or Reimbursement, SF 270
 - 3. ATTACHMENT 3 – ACH Payment, SF 3991
 - 4. ATTACHMENT 4 – Example Modification Template

ARTICLE XIII – AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Geological Survey
- C. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

- D. U.S. Forest Service

E. UNIVERSITY OF MONTANA – MISSOULA

- F. Montana State University
- G. University of Idaho
- H. Salish Kootenai College
- I. Utah State University
- J. Washington State University